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## **AGREEMENT**

The City of Sandpoint, hereinafter referred to as the **CITY**, and City of Sandpoint Fire Department dba Selkirk Fire, Rescue and EMS, represented by the International Association of Fire Fighters LOCAL 2319, hereinafter referred to as the **UNION** or **DEPARTMENT**, in order to increase general efficiency in the **DEPARTMENT**, to maintain the existing harmonious relationship between the **DEPARTMENT** and **CITY**, and to promote the morale, rights, and the well-being of the members of the **DEPARTMENT**, the parties hereby agree as follows:

### **ARTICLE 1. TERM OF AGREEMENT**

This Agreement shall be effective as of the first day of October, 2017, and shall remain in full force and effect until the thirtieth day of September, 2020; PROVIDED, HOWEVER, that this Agreement shall be subject to such changes and modifications as may be mutually agreed upon by both parties.

### **ARTICLE 2. RECOGNITION**

Pursuant to Title 44, Chapter 18 of the Idaho Code, the **CITY** recognizes the **UNION** as the exclusive bargaining agent for all paid Firefighters of the City of Sandpoint Fire Department; except Chief Officers, administrative staff, volunteer and Reserve Firefighters. The terms and conditions hereof are binding upon and govern and control the rights, benefits, and privileges of each party and their successors and assigns.

### **ARTICLE 3: DEFINITIONS**

For the purpose of this Agreement, the following terms, phrases, words and derivations shall have the meaning given herein. The words "shall" and "will" are always mandatory and not merely directory. Whenever the male gender is used (i.e., he, him, his), the term shall apply equally to males and/or females

**AUTHORIZED WORK:** Shall be work performed while on duty and shall not include time away from the work environment.

**CALLBACK:** Any time a Firefighter is called back to the work environment for unscheduled duty, work or training.

**FIREFIGHTER:** A Battalion Chief, Captain, Engineer, Firefighter and Probationary Firefighter.

**BUSINESS DAY:** Days when the **CITY** is normally open, not including weekends or holidays.

**PROBATIONARY FIREFIGHTER:** A firefighter in his first year of employment with the **DEPARTMENT**.

**MODIFIED DUTY WORK:** Shall be defined as reporting to perform office, clerical, inspections or other non-firefighting functions under the direction of **CITY**.

**SHIFT:** Twenty-four (24) consecutive hours of work for which a Firefighter is compensated.

**HOURS OF WORK:** All of that time during which employees are on duty and for which they receive compensation.

#### **ARTICLE 4. PREVAILING RIGHTS**

The rights of the **UNION** include, but are not limited to, the rights included in Idaho Code 44-1802 to bargain for wages, hours, and other working conditions and all other terms and conditions of employment.

The rights listed above are subject to the grievance procedure.

All rights and privileges held by the Firefighter at the present time which are not included in the agreement shall remain in full force and unchanged in any manner.

#### **ARTICLE 5. MANAGEMENT RIGHTS**

The **CITY** shall retain the exclusive right to exercise the regular and customary functions of management, including but not limited to directing the activities of the department; determining levels of budget authority, service and methods of operation; introduction of new equipment; the right to hire; lay-off for lack of work or funds; transfer; promote, demote; discipline and discharge its employees for just cause; to determine work schedules and assign work.

#### **ARTICLE 6. NO STRIKE**

The **UNION** and the Firefighters agree that during the term of this Agreement they will not cause, encourage, participate in or support any slow-down or strike against the **CITY** or other interruption of or interference with the normal functions of the **CITY**. The **UNION** and the Firefighters further agree that during the term of this Agreement, no Firefighter will recognize a picket line of any labor organization while in the performance of his official duties. Violation of this paragraph shall be grounds for disciplinary action.

## **ARTICLE 7. RULES, REGULATIONS, POLICIES AND PROCEDURES**

The **UNION** agrees that its members shall comply with all **CITY AND SELKIRK FIRE, RESCUE & EMS** rules, regulations, policies and procedures, including those relating to conduct and work performance. The employer agrees that **CITY** rules and regulations, policies and procedures which directly affect wages, hours, working conditions, performance, terms or conditions of employment shall be subject to the grievance procedure.

Changes in rules and regulations, policies and procedures which directly affect wages, hours, terms and condition of employment are considered mandatory subjects of bargaining and shall be mutually agreed between the **CITY** and the **UNION** prior to their implementation.

## **ARTICLE 8. UNION DUES, FEES, AND ASSESSMENT CHECK OFF**

The employer agrees to deduct authorized **UNION** dues, fees, and assessment in the amounts specified by the authorized officer of the **UNION**, from the pay of bargaining unit employees upon written authorization. The employer further agrees to transmit those amounts monthly to the **UNION**. The **UNION** agrees to certify to the employer the amount of authorized dues, fees, and assessments.

## **ARTICLE 9. SAVINGS CLAUSE**

If any provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action, or by reason of existing or subsequently enacted legislation. The remaining parts or portions of this Agreement shall remain in full force and effect.

## **ARTICLE 10. NON-DISCRIMINATION**

The **CITY** and the **UNION** agree not to discriminate against any employee for his/her activity in behalf of, or membership or non-membership in, the **UNION**. The **CITY** and the **UNION** agree that there shall be no discrimination against any employee because of race, color, religion, creed, national origin, ancestry, age, marital status, sex, sexual orientation or gender identity/expression.

It shall be the policy of the **CITY** to hire Firefighters based upon the applicant's education, training, experience, demonstrated skills and abilities, and, physical fitness needed for adequate performance in each position.

## **ARTICLE 11. JOB DESCRIPTIONS**

It is the purpose of this article to keep the duties of Firefighters covered under the terms of this Agreement in accordance with duties recognized by the **CITY** as those of professional Firefighters.

Where changes occur in job descriptions or duties that fall outside those recognized by the **CITY** as those of professional Firefighters, the **CITY** recognizes the **UNION'S** right to file a grievance. The **CITY** agrees that a decision of the majority of the arbitrators is binding and should that decision direct the **CITY** and the **UNION** to bargain for the hours, wages and working conditions prior to implementation of the change in the job description, both parties will immediately enter into the negotiating process.

## **ARTICLE 12. RESIDENCY**

Fire Fighters, regardless of when hired, may live anywhere inside or outside the **CITY** boundaries.

## **ARTICLE 13. CONSOLIDATION OR MERGER**

This Agreement shall be binding upon the successors of the parties hereto, and no provisions, terms or obligations herein contained shall be effected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation or transfer of either party, or by any change, geographically or otherwise, in the location of place of business of either party hereto. Wages and rank shall not be reduced in any manner and must be equal or greater than at the time of any consolidation, merger, annexation, or transfer. All employee rank and wages will be equal to both parties in the event of a consolidation, annexation or transfer unless agreed to by both parties to this Agreement.

## **ARTICLE 14. STAFFING LEVELS**

The purpose of this article is to provide sufficient on-duty personnel to provide for safe fire suppression/emergency operations and to staff the fire department to provide the services determined appropriate by the **CITY**.

The **CITY** shall require no less than Two (2) Firefighters covered by the terms of this Agreement to be on-duty and available for initial response at all times (Rank Firefighter through Battalion Chief).

The **CITY** shall staff all existing stations with a minimum of on (1) fire apparatus, furthermore, all fire apparatus should be manned with a minimum of two (2) firefighter's consisting of one (1) captain or acting captain and one engineer or acting engineer.

It is the intent of the **CITY** to budget the funds necessary to maintain the minimum staffing program. However, nothing in this article shall limit the **CITY**'s right to layoff for lack of funds.

No Firefighter shall be forced to work more than 72 consecutive hours of work. A Firefighter must be properly relieved prior to leaving.

Staffing requirements for additional future stations shall be negotiated prior to the time such stations are to be staffed.

### **ARTICLE 15. PERSONNEL REDUCTION**

Personnel reduction is defined as an involuntary separation from employment not involving delinquency, misconduct, inefficiency, or disciplinary action. Whenever such personnel reduction occurs and it becomes necessary to reduce the number of employees within the **CITY**, the following regulations shall apply:

1. The person last hired shall be "laid off" first. Not including Temporary positions.
2. In the event that multiple persons were hired on the same day, the person with the lowest cumulative testing score shall be laid off first.
3. The names of those laid off shall be entered into a recall register in inverse order of their layoff. The recall register shall be signed and dated by the Fire Chief and **CITY** Administrator at the time of any personnel reductions. The printed copy and a computer disk backup copy shall be kept in **CITY** records.
4. When it is desired to again increase the number of personnel, the **CITY** shall verify all of those laid off correctly appear on the recall register. Any mailed notifications of recall shall be overnight registered mailed to the individual. Any person who declines to return for employment with the **CITY**, or who after 10 business days of receipt of mailed recall notice has failed to accept recall of employment, shall be considered permanently separated from the **CITY**.
5. In the event of a previously promoted officer or employee returns to duty, or the number of officers holding that rank is reduced, the last officer or employee promoted shall be returned to the rank he/she held before.
6. Officers or employees who are laid off prior to completion of their probationary period must complete the remainder of their probationary period upon recall.
7. The **CITY** must honor the list for a minimum one (1) year from the time of lay-off.

#### **Part Time Hire Policy**

In the event there is a need for short duration hire, the persons on the list shall have the option to decline the short duration hire without forfeiting their seniority to be hired for full time positions, when one becomes available. Persons laid off shall have first right of refusal to part-time openings.

## **ARTICLE 16: HOURS OF WORK**

A normal shift schedule for full time firefighters covered by the terms of this agreement shall consist of one hundred ninety-two (192) hours, including meal periods, over a twenty-four (24) day pay period. Shift assignments are: twenty-four hours (24) on duty, twenty-four (24) hours on duty, and ninety-six (96) hours off duty.

Hours worked in excess of one hundred eighty-two (182) hours in a twenty-four (24) day cycle shall be compensated by paying the employee an additional one-half (½) times his regular hourly rate for those hours in the compliance with the current FLSA.

Hours worked shall be defined as actual time worked, UNION business leave, jury duty and approved personal time off (PTO) Time off without pay, for any reason shall be subtracted from the sum of hours worked for the purpose of calculation scheduled overtime.

### **TIME CARDS**

A time card, signed by the Firefighter and the Fire Chief, is required in order to calculate and process pay checks for the fire department personnel. The time card will consist of a twenty-four (24) day pay period and salary shall be paid monthly on the 15<sup>th</sup> and the last day of the month. Overtime for the pay period shall be calculated and paid in the last day of the month payroll. By mutual consent of the **CITY** and the **UNION**, early payment and other modifications may be made.

All employees will participate in the **CITY**'s direct deposit program.

## **ARTICLE 17. CALL BACK**

Should any employee be required to report for duty while off duty, he/she shall have all the **CITY** benefits that he/she would normally have while on his/her normal tour of duty. The call back of off duty employees shall be the responsibility of the Fire Chief or his/her designate.. A Firefighter on call back for an emergency or station coverage shall be credited with a minimum of two work hours. Call back shall be paid at the overtime rate whenever the one hundred eighty-two (182) hours over a twenty-four (24) day work period has been exceeded.

## **ARTICLE 18. SALARIES**

The **CITY** and the **UNION** agree that the Current Pay Scale (Appendix B) for the firefighters covered under this Agreement shall be the pay scale adopted.

Effective October 1, 2018, and for the duration of this contract, the **CITY** will review market benchmarks and provide market increases in accordance with City standard practice and budget approval of the CITY's Council not to exceed 3% annually.

#### **ARTICLE 19. OVERTIME**

Overtime work for full time Firefighters covered by the terms of this Agreement shall consist of authorized work in excess of one hundred eighty-two (182) hours, over a twenty four (24) day work period. Overtime of less than fifteen (15) minutes in any work day shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest one-half ( $\frac{1}{2}$ ) hour. Overtime pay shall be paid on the employees next regular pay check following its accrual.

#### **ARTICLE 20: MEDICAL INSURANCE**

The **CITY** shall provide a contribution of \$11,200 per year to each employee to use towards a group insurance plan to include medical, dental and vision coverage. Any savings between actual premium costs per employee and the CITY's contribution may be deposited into an established Health Reimbursement Account (HRA), or similar type program.

This provision shall be effective January 1, 2018.

#### **Liability Coverage**

This is standard through our ICRMP insurance coverage.

#### **ARTICLE 21. MERP (MEDICAL EMPLOYEE RETIREMENT PLAN)**

The focus of the medical expense reimbursement plan (MERP) is to provide help for retirees with medical costs. The **CITY** would agree to make pre-tax contributions to the plan on behalf of all employees in the bargaining unit. The contribution shall be a **CITY** paid expense. The current amount is \$75 per month, or \$900 per person.

#### **ARTICLE 22. DEFERRED COMPENSATION PLAN**

The **CITY** agrees to administer the Nation Wide deferred compensation program for the fire department members. The **UNION** agrees to cover any direct fees associated with this program.



### **ARTICLE 23. SOCIAL SECURITY WITHDRAWAL**

As a result of the Sandpoint Firefighters vote to withdraw from coverage under the Social Security system, the **CITY** and **UNION** agree as follows:

1. The **CITY** agrees to match the members' percentage of wages, up to a six percent (6%) cap per member in lieu of the Social Security tax. These percentages of wages shall be placed in the PERSI Choice plan. In the event the Social Security obligation for general CITY employees is reduced, the matching contribution to the Firefighters shall reflect the mandated employer Social Security contribution then in effect less 0.2% for administration.

### **ARTICLE 24. VACATION**

*Vacation to be replaced with new Personal Time Off (PTO) Policy. (See attached).*

### **ARTICLE 25. HOLIDAYS**

All members of the **CITY** covered under this Agreement shall be entitled to Ten (10) holidays per year.

New Year's Day	Human Right's Day	
Presidents Day	Christmas Day	Veterans Day
Columbus Day	Thanksgiving Day	Labor Day
Independence Day	Memorial Day	

### **ARTICLE 26. SHIFT CHANGES**

Any Firefighter shall have the right to exchange shifts when the change does not interfere with the best interests of the fire department.

Shift changes or partial shifts worked as a result of having voluntarily exchanged shifts or partial shifts shall not qualify for overtime pay and cannot cost the CITY money.

### **ARTICLE 27. SICK LEAVE**

Sick Leave to be replaced with Personal Time Off (PTO) Policy. See attached.

## **ARTICLE 28. LEAVES OF ABSENCE**

### **UNION Business**

The **CITY** shall provide a maximum of five (5) shifts with pay annually to the **UNION** membership (collectively, not individually) to conduct business deemed necessary to the International Association of Fire Fighters Local 2319.

Up to one member per shift of the negotiating team if on duty shall be allowed time off with pay for all negotiation meetings which shall be mutually set by the **CITY** and the **UNION**.

On-duty members serving on a negotiations committee shall respond to all calls received during negotiations meetings.

Such hours spent conducting **UNION** business shall be accounted for by being recorded on individual time cards.

Office supplies, copier paper and use of the **CITY**'s copy machines are not available to the **UNION** for **UNION** business purposes.

### **Bereavement Leave**

In the event of a death in the immediate family of an employee or a possibility thereof, the employee shall be granted up to two (2) shifts off with pay for the purpose of attending funeral services for the deceased relative and /or attending at the relative's bedside.

For the purpose of this section, the immediate family shall be defined as the employee's spouse, or the following relatives, whether by kindred or affinity: child, mother, father, brother, sister, grandparents, in-laws or any relative who is domiciled in the Fire Fighter's household.

A Fire Fighter may be granted up to one (1) shift of bereavement leave to attend the funeral of the sibling or grandparent of the Fire Fighter's spouse.

Leave to attend the funeral of a "close friend" will be granted at the discretion of the Fire Chief, taking into consideration the circumstances and the department's work load. Personal Time Off (PTO) shall be deducted for this leave.

Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave. An extension of such leave or time taken off for the illness of an immediate family member that does not result in death shall be charged to sick leave or vacation.

### **Limited Duty**

Any Fire Fighter who is temporarily incapacitated and who has a limited duty statement from his medical doctor may be allowed to return to work to perform any activity agreeable with his medical doctor. The limited duty statement must be in writing and must dictate

the activities the firefighter is able to perform and signed by the firefighters' medical doctor.

If the sick/injured firefighter reports for modified duty work, he/she must first provide a doctors release statement, with the necessary information, to the Chief accompanied by a written request asking for permission to report for such duty.

If the Chief grants the request, the Chief and the Firefighter will mutually agree to a work schedule: (hours of work shall be scheduled within normal business hours, Monday through Friday, taking into account holidays, lunch hours, etc.). The firefighter shall agree to a schedule, a reasonable time in advance so that Management may plan his/her activities.

When a mutual work schedule is agreed to by the firefighter and Chief, the firefighter must fulfill that obligation to report and perform assigned duties for that period of time. Failure to do so may result in disciplinary action.

## **ARTICLE 29. JURY DUTY**

Any Firefighter who is directed by proper authority to appear as a witness for the Federal Government, the State of Idaho, or a political subdivision thereof, or to attend court or other hearings in connection with his official duties, or to serve as a member of a jury, is not to be considered absent from duty. The wages of the Firefighter will be continued during such court or jury duty and the payment for such duty, earned only on a normal duty day, will be endorsed over to the **CITY**.

## **ARTICLE 30. PROMOTIONS/NEW HIRES**

The **CITY** shall first seek to promote Firefighters from within the department. All Firefighters covered by the terms of this Agreement will be considered for promotion to vacant positions for which they apply and are qualified. The determination of qualifications will be made by the Fire Chief.

The **UNION** will make recommendations for changes in any one or all of the areas affecting promotional qualifications and the promotional examination process. However, the examination process will consist of no less than a written test requiring a score of at least seventy percent (70%), an applicable skills competency test and an oral exam. A candidate must achieve the minimum passing test score in order to be eligible to move on to the next testing arena.

A candidate will not be eligible for promotion if on probation as a result of any disciplinary action.

### **New Hire**

When a position becomes available due to vacancy or increased staffing within the Fire Department, excluding the Fire Chief's position, the Fire Chief will post a notice

advertising the position. The notice will be posted no later than sixty (60) days prior to the test date for the position. The notice shall contain information pertaining to: the general subject matter in the written exam, a skills test, a current job description for the position, and the date, time and location where the testing process will be held.

The testing process shall consist of a written test, a physical agility test, and/or an applicable skills competency test and an oral exam. A candidate must achieve a minimum passing score of seventy percent (70%) at each test event in order to be eligible to move on to the next event in the testing process. The physical agility test is a pass fail score only, and is not part of the total accumulative scoring process. The Fire Chief shall form an oral exam panel of three (3) persons which may include one person that currently holds a position in the Fire Department. One member from the **UNION** shall be permitted to observe the oral exam.

A total score shall be derived by adding the scores from the written, the skills competency test and the oral exams. The Fire Chief shall interview the top applicants and select the candidate for the position. In the event that more than one opening exists, the openings shall be filled by the candidates with the highest scores, however the Fire Chief has the right to use the rule of three and select any one of the top three (3) candidates whom he feels would be best suited for the position.

### **Promotions**

All newly promoted personnel shall be reviewed by the Fire Chief no less than every two months during their first six months in a position. If, following three such reviews, in the Fire Chief's opinion, the employee does not perform the duties of the new position satisfactorily, he shall be returned to his former position and pay without prejudice and without loss of seniority.

## **ARTICLE 31. HIRING LIST**

Following any new hire testing process, the hiring list shall remain in effect for two years following the hiring of any personnel.

## **ARTICLE 32. WORKING OUT OF CLASSIFICATION**

A Firefighter who has successfully passed a qualifying examination for a position above which he normally holds shall be paid the rate assigned to that position for the total hours worked at that classification.

Qualifying examinations will be offered whenever a promotional position is available or a Firefighter possesses the certifications, training and experience necessary to carry out the duties of that position.

No Firefighter will be assigned the responsibilities or the duties of a position above which he normally holds without that Firefighter possessing the certifications, training, and/or the experience necessary to carry out the duties of that position.

Temporary assignment will be made upon the recommendation of the Fire Chief.

This article shall not apply when the Firefighter working out of classification is doing so because of having "traded" a day or when working down a Firefighter for training purposes.

### **ARTICLE 33. DEMOTION NOT RELATED TO PERFORMANCE**

For any demotion that is not a punitive action for performance, the demoted person shall have the first right of refusal to promotion to the previously held position for a period of two years following the demotion.

### **ARTICLE 34. UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT**

The **CITY** shall provide to all suppression personnel, uniforms that meet N.F.P.A 1975 minimum requirements for station wear. Under this agreement the **CITY** shall provide an annual budget for this purpose which will be managed by the Fire Chief.

The **CITY** shall furnish and thereafter maintain respiratory apparatus, gloves, helmets, protective clothing and other items necessary to preserve and protect the safety and health of firefighters. All protective clothing shall meet the standard whether existing or promulgated during the term of this agreement, that provides the highest level of protection.

### **ARTICLE 35. WILD LAND FIRE SERVICES**

The **UNION** acknowledges the employers right to contract **CITY** apparatus with the Idaho Department of Lands, and the United States Forest Service for the purpose of assisting regions with protection and suppression of wild land fires. The employee's option to accept a wild land assignment is a normal and ordinary function of **CITY**. The **UNION** agrees to participate in contracted wild land fire duty providing that compliance with the staffing levels can be maintained for the **CITY** during those periods. The **CITY** and the **UNION** agree that personnel are considered "City Employees" while on assignment and as identified in the Agreement. The **UNION** and the **CITY** recognize that liability and insurance coverage may not be limited to that which is provided by the **CITY**.

The **UNION** agrees the tour of duty at designated wild land fire sites will not exceed 14 consecutive calendar days. However, after the required rest period is met, the

firefighter may have the option to extend his/her tour should there be no replacement and the fire assignment requests further operational periods. Shifts shall consist of a minimum of twelve consecutive hours within a twenty-four hour period/calendar day. Compensation will be paid based on the current year's IDL contract. Shifts will be for a minimum of 14 consecutive hours in a twenty-four hour period.

All properly trained firefighters are eligible for wild land duty. The **CITY** will provide firefighters with suitable lodging and travel to and from wild land fire destinations. All equipment and supplies for the suppression and protection associated with wild land firefighting will be provided by the **CITY**, including all personal safety equipment and supplies. Meal expenses will be the responsibility of each firefighter, and may be reimbursed daily per diem according to Idaho Department of Lands policy when the **CITY** is eligible for reimbursement of per diem.

Firefighters assigned to incidents must keep and submit to the **CITY** all paperwork (Crew Time Reports, receipts, etc.) upon returning to process and document reimbursement.

### **ARTICLE 36: NATIONAL GUARD OR MILITARY RESERVE DUTY**

Any firefighter who is a member of the National Guard or any military reserve component of the Armed Forces of the United States (hereinafter the "Reservist") shall upon request be granted leave to attend required military duty. Leave will be requested as far in advance as possible so the **CITY** can plan accordingly.

Such request will be in writing, and will include the approximate beginning and concluding dates of duty, as well as the approximate travel time involved. The **CITY** shall pay the regular wages and benefits for any regularly scheduled shifts that coincide with the time the Reservist attends training. The Reservist shall return to work at the start of the next regularly scheduled shift after expiration of the last calendar day necessary to travel home from training or after the Reservist has had reasonable time to rest, not to exceed twelve hours. Any extension of time for rest will be requested by the employee in writing.

If the Reservist is deployed he/she is deemed to be on a leave of absence and USERRA provides that returning service members are reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority. The **CITY** shall make the employee whole in regards to wages and pay the Reservist the difference between military pay and what the Reservist would have received from their normal salary. For service of less than 31 days, health care coverage is provided as if the Reservist member had remained employed. Reservists performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 24 months; however may be required to pay up to 102 percent of the full premium. All pension plans shall be protected.

### **ARTICLE 37. TRAVEL REIMBURSEMENT**

Travel authorized by the Fire Chief shall be reimbursed in accordance with the CTY travel policy.

### **ARTICLE 38. ORGANIZED MEALS**

Payments by Firefighters to an organized mess that are required of a Firefighter by his immediate superiors at the fire station, irrespective of whether the Firefighter leaves his assigned duty station during the normal 24 hour shift and actually participates in the mess, are expenses directly and proximately related to the active conduct of the Firefighters trade or business and are deductible. The **CITY** does not participate financially in a Firefighters organized mess program.

### **ARTICLE 39. DRUG FREE WORK ENVIRONMENT**

The **CITY** and **DISTRICT** is an alcohol and drug free work environment. The misuses of alcohol and/or unlawful use of controlled substances or abuse of prescription drugs may result in work place accidents, absenteeism, substandard work performance and loss of productivity. The **CITY** and Local 2319 are also concerned with the adverse effect on the well-being of employees, their families, co-workers, and the public. All employees shall be informed of this policy within Rules and Regulations. The **CITY** shall utilize random drug testing which shall be unannounced and scheduled throughout the calendar year as provided in the **CITY**'s employee work policy.

### **ARTICLE 40. GRIEVANCE PROCEDURES**

Disputes or differences arising between the **CITY** and the **UNION** and/or individual members of the department as to the meaning or application of any provision of this agreement shall be settled in the manner provided herein. For the purpose of this provision, such as a dispute or difference shall be referred to as a "Grievance".

**Step One-** Any employee who has a grievance shall notify the **UNION** Grievance Committee in writing within twenty one (21) calendar days from the date of the grievance, or thirty one (31) calendar days from the time the employee, through reasonable diligence, should have been aware of it. The **UNION** Grievance Committee, hereinafter referred to as **UNION**, shall within fourteen (14) calendar days determine if the grievance has merit. If, in their opinion, the grievance does not have merit, no further action shall be necessary. If the employee wishes, he may then submit the grievance in writing to the **UNION** body in which case the **UNION** body may override the decision of the grievance Committee regarding the merits of the grievance.

**Step Two**- If it is the opinion of the **UNION** that a valid grievance exists, the **UNION** shall present the grievance in writing to the Fire Chief within the fourteen (14) calendar day time frame. All parties to such discussions will make a good faith effort to resolve the grievance. The Fire Chief shall give his reply in writing within fourteen (14) business days.

**Step Three**- If the grievance has not been resolved in Step One or Step Two, the **UNION** shall present the grievance in writing to the Commissioners with fourteen (14) calendar days after receiving the Fire Chief's written notice. All parties to such discussions will make a good faith effort to resolve the grievance. The Commissioners thereafter, shall give their reply in writing within twenty (20) business days.

3. The grievance committee may appeal the Commissioners decision in writing to an arbitration board. Said appeal shall be filed in writing with the Clerk within five (5) business days from the date the Commissioner's written decision is submitted to the **UNION**. The arbitration board shall be appointed as follows:

- A. At the time of filing its notice of appeal, the grievance committee shall notify the **CITY** in writing of the appointment of its arbitrator who shall not be a member of the **UNION**.

- B. The **CITY** shall, by written notice within five (5) business days after receipt of such written notice from the grievance committee, notify the grievance committee of the appointment of its arbitrator who shall not be an elected official or an employee of the **CITY**.

- C. The two arbitrators so appointed shall, by written notice within five (5) business days of the appointment of the second arbitrator, notify the grievance committee and the **CITY** of their appointment of the third arbitrator who shall serve as chairperson of the arbitration board. Notice of such appointment shall be signed by both arbitrators.

- D. If a third arbitrator cannot be agreed upon, appointment of arbitrators shall be made by requesting a list of 7 regional arbitrators (within 200 miles) from Federal Mediation and Conciliation Services (FMCS). The two appointed arbitrators shall attempt to agree on the third impartial arbitrator. If an agreement cannot be made, the names of the neutral arbitrators will be struck from the list with the **CITY's** representative striking first.

4. Upon the appointment of three (3) arbitrators as herein above provided, said arbitrators shall hold an arbitration hearing at the time and place selected by them, but such hearing shall be held within ten (10) business days from the date of the selection of the third arbitrator. At the hearing, the laws of evidence of the State of Idaho shall apply and the hearing shall be conducted pursuant to the provisions of Title 7 Chapter 9 of Idaho Code and the terms and conditions of this Agreement.



5. The award of the majority of the arbitrators shall be rendered in writing and written notice, signed by the majority, shall be mailed to both the **UNION** and the **CITY** within five (5) business days following the completion of the hearing. The award shall be binding upon the parties hereto and an order so stating may be entered upon the records of any court having competent jurisdiction, **PROVIDED, HOWEVER**, that each party hereto shall retain the right to appeal as provided in the provisions of Title 7 Chapter 9 of the Idaho Code.
6. Costs of arbitration shall be borne equally by the **CITY** and the **UNION**; that is, each shall be responsible to pay for the expenses of the arbitrator selected by it, one-half (½) of the expenses of the third arbitrator, and one-half (½) of the expenses of each arbitration proceeding.

#### **ARTICLE 41. IMPASSE**

In the event of an impasse during negotiations, both parties to this Agreement do hereby agree to the appointment of a fact finding commission as provided in Idaho Code 44-1806 and that said commission may rule only on articles of the contract which are being arbitrated. In addition, both parties agree to accept the findings handed down by said fact finding commission as final and binding to both parties to this Agreement.

#### **ARTICLE 42. POLITICAL ACTIVITY**

All Fire Fighters have the freedom of choice and expression in politics and no inquiry will be made regarding political affiliations. Fire Fighters are encouraged to exercise their right to vote and, as citizens, have definite rights including:

1. Freedom to belong to a political organization;
1. Right to make voluntary contributions to political parties or individuals; and,
2. Right to attend political gatherings.

In each of the above rights, it must be understood that such participation by a Fire Fighter is strictly a personal participation, and no one is entitled to connect the **CITY** with any political activity or function.

No political picture, sticker, badge or button may be displayed on **CITY** equipment or buildings. The display of political preference badges on one's person during work hours is prohibited.

Fire Fighters shall not use the official authority or influence of their employment to further the cause of any political party or candidate for nomination or election to political office.

Fire Fighters shall not engage in any political activities during their hours of work.

**Appendix A  
Selkirk Firefighters  
Grievance Form**

Employees Name: \_\_\_\_\_

Grievance Presented To: \_\_\_\_\_

STATEMENT OF GRIEVANCE (state facts, witnesses etc.)

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☐ See attachment for further information

POLICY, ARTICLE, WORKING CONDITION, ETC. VIOLATED

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☐ See attachment for further information

REMEDY OR CORRECTIVE ACTION REQUESTED

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☐ See attachment for further information

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employee)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(UNION Rep)

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(Party Receiving Grievance)

**Appendix B**  
**Selkirk Firefighters**  
**Current Pay Scale, Pay periods and Pay Days**

Selkirk Firefighters – Current Pay Scale  
October 1, 2017 – September 30, 2018

Position	Base Annual Salary	Pay Period	Base Hourly	Base Overtime Rate
Battalion Chief	\$72,361.10			
Captain	\$67,627.20			
Engineer	\$57,670.00			
Firefighter	\$55,158.80			
Entry Level Firefighter (0-12 Months)	\$51,550.28			

**Appendix C**  
**Selkirk Firefighters**  
**Payroll Deduction and Set Off Agreement**

To: Selkirk Fire Protection CITY

I authorize you to deduct an amount equal to 2% of the Selkirk Firefighters Pay Scale for Standard Firefighter Wage as described in the current Appendix B of the Local 2319 Collective Bargaining Agreement.

This amount will be deducted from my gross earnings for the payroll period and will remain as such until revoked in writing by me.

This deduction is for the purpose of UNION DUES.

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
Social Security Number

Please retain a copy of this agreement for your records.

**Agreed to:**  
**On Behalf of Local 2319:**

\_\_\_\_\_  
Michael Gow, Chair                      Date

\_\_\_\_\_  
Kevin Amorebieta                      Date

\_\_\_\_\_  
Ethan Colby                      Date

**On Behalf of CITY:**

\_\_\_\_\_  
Jennifer Stapleton, Chair                      Date

\_\_\_\_\_  
Bill Aitken                      Date

\_\_\_\_\_  
Thomas Eddy                      Date